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CASEY'S RETAIL COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Uptime Energy Inc.

Plaintiff,

v.

Casey's Retail Company

Defendant.

Case No. 2:22-cv-02965-MEMF-PD

STIPULATED PROTECTIVE
ORDER¹

Trial Date: Oct 16, 2023

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patricia Donahue's Procedures.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles.

11
12 B. GOOD CAUSE STATEMENT

13 This action involving claims of trademark and trade dress infringement is
14 likely to involve the production of documents and information containing sensitive
15 business information including expansion plans, trade secrets, customer and pricing
16 lists, and other valuable research, development, commercial, financial, technical
17 and/or proprietary information for which special protection from public disclosure
18 and from use for any purpose other than prosecution of this action is warranted. Such
19 confidential and proprietary materials and information consist of, among other
20 things, confidential business or financial information, information regarding
21 confidential business practices, or other confidential research, development, or
22 commercial information, information otherwise generally unavailable to the public,
23 or which may be privileged or otherwise protected from disclosure under state or
24 federal statutes, court rules, case decisions, or common law. Accordingly, to expedite
25 the flow of information, to facilitate the prompt resolution of disputes over
26 confidentiality of discovery materials, to adequately protect information the parties
27 are entitled to keep confidential, to ensure that the parties are permitted reasonable
28 necessary uses of such material in preparation for and in the conduct of trial, to

1 address their handling at the end of the litigation, and serve the ends of justice, a
2 protective order for such information is justified in this matter. It is the intent of the
3 parties that information will not be designated as confidential for tactical reasons
4 and that nothing be so designated without a good faith belief that it has been
5 maintained in a confidential, non-public manner, and there is good cause why it
6 should not be part of the public record of this case.

7 8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

9 The parties further acknowledge, as set forth in Section 12.3, below, that this
10 Stipulated Protective Order does not entitle them to file confidential information
11 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
12 the standards that will be applied when a party seeks permission from the court to
13 file material under seal.

14 There is a strong presumption that the public has a right of access to judicial
15 proceedings and records in civil cases. In connection with non-dispositive motions,
16 good cause must be shown to support a filing under seal. See Kamakana v. City and
17 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors
18 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electronics,
19 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
20 good cause showing), and a specific showing of good cause or compelling reasons
21 with proper evidentiary support and legal justification, must be made with respect to
22 Protected Material that a party seeks to file under seal. The parties' mere designation
23 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
24 submission of competent evidence by declaration, establishing that the material
25 sought to be filed under seal qualifies as confidential, privileged, or otherwise
26 protectable—constitute good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial, then
28 compelling reasons, not only good cause, for the sealing must be shown, and the

1 relief sought shall be narrowly tailored to serve the specific interest to be protected.
 2 See Pintos v. Pacific Creditors Ass’n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
 3 item or type of information, document, or thing sought to be filed or introduced under
 4 seal in connection with a dispositive motion or trial, the party seeking protection
 5 must articulate compelling reasons, supported by specific facts and legal
 6 justification, for the requested sealing order. Again, competent evidence supporting
 7 the application to file documents under seal must be provided by declaration.

8 Any document that is not confidential, privileged, or otherwise protectable in
 9 its entirety will not be filed under seal if the confidential portions can be redacted. If
 10 documents can be redacted, then a redacted version for public viewing, omitting only
 11 the confidential, privileged, or otherwise protectable portions of the document, shall
 12 be filed. Any application that seeks to file documents under seal in their entirety
 13 should include an explanation of why redaction is not feasible.

14 15 2. DEFINITIONS

16 2.1 Action: This pending federal law suit, Uptime Energy Inc. v.
 17 Casey’s Retail Company, Case No. 2:22-cv-02965-MEMF-PD.

18 2.2 Challenging Party: a Party or Non-Party that challenges
 19 the designation of information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 21 how it is generated, stored or maintained) or tangible things that qualify for
 22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
 23 Good Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 25 their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or
 27 items that it produces in disclosures or in responses to discovery as
 28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

1 ONLY.”

2 2.6 Disclosure or Discovery Material: all items or information, regardless
3 of the medium or manner in which it is generated, stored, or maintained (including,
4 among other things, testimony, transcripts, and tangible things), that are produced or
5 generated in disclosures or responses to discovery in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
8 as an expert witness or as a consultant in this Action, (2) is not a past or current
9 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not
10 anticipated to become an employee of a Party or of a Party’s competitor.

11 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
12 Information or Items: extremely sensitive “Confidential Information or Items,”
13 disclosure of which to another Party or Non-Party would create a substantial risk of
14 serious harm that could not be avoided by less restrictive means.

15 2.9 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.10 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.11 Outside Counsel of Record: attorneys who are not employees of a party
21 to this Action but are retained to represent or advise a party to this Action and have
22 appeared in this Action on behalf of that party or are affiliated with a law firm which
23 has appeared on behalf of that party, and includes support staff.

24 2.12 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.14 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10
11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the
18 trial judge. This Order does not govern the use of Protected Material at trial.

19
20 4. DURATION

21 FINAL DISPOSITION of the action is defined as the conclusion of any
22 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
23 has run. Except as set forth below, the terms of this protective order apply through
24 FINAL DISPOSITION of the action. The parties stipulate that they will be
25 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
26 but acknowledge that they will have to file a separate action for enforcement of the
27 agreement once all proceedings in this case are complete.
28

1 Once a case proceeds to trial, information that was designated as
2 CONFIDENTIAL, HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, or
3 maintained pursuant to this protective order used or introduced as an exhibit at trial
4 becomes public and will be presumptively available to all members of the public,
5 including the press, unless compelling reasons supported by specific factual findings
6 to proceed otherwise are made to the trial judge in advance of the trial. See
7 Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing
8 documents produced in discovery from “compelling reasons” standard when merits-
9 related documents are part of court record). Accordingly, for such materials, the
10 terms of this protective order do not extend beyond the commencement of the trial.

11
12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.
14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. To the extent it is practical to do so, the
17 Designating Party must designate for protection only those parts of material,
18 documents, items, or oral or written communications that qualify so that other
19 portions of the material, documents, items, or communications for which protection
20 is not warranted are not swept unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (e.g., to unnecessarily encumber the case development process or to impose
24 unnecessary expenses and burdens on other parties) may expose the Designating
25 Party to sanctions.

26 If it comes to a Designating Party’s attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY, (hereinafter “CONFIDENTIAL legend”), to each page that contains
12 protected material. If only a portion or portions of the material on a page qualifies
13 for protection, the Producing Party also must clearly identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins) and must specify, for each
15 portion, the level of protection asserted.

16 A Party or Non-Party that makes original documents available for inspection
17 need not designate them for protection until after the inspecting Party has indicated
18 which documents it would like copied and produced. During the inspection and
19 before the designation, all of the material made available for inspection shall be
20 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
21 inspecting Party has identified the documents it wants copied and produced, the
22 Producing Party must determine which documents, or portions thereof, qualify for
23 protection under this Order. Then, before producing the specified documents, the
24 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
26 contains Protected Material. If only a portion or portions of the material on a page
27 qualifies for protection, the Producing Party also must clearly identify the protected
28 portion(s) (e.g., by making appropriate markings in the margins) and must specify,

1 for each portion, the level of protection asserted.

2 (b) for testimony given in depositions that the Designating Party identify
3 the Disclosure or Discovery Material on the record, before the close of the deposition
4 all protected testimony and specify the level of protection being asserted. When it is
5 impractical to identify separately each portion of testimony that is entitled to
6 protection and it appears that substantial portions of the testimony may qualify for
7 protection, the Designating Party may invoke on the record (before the deposition is
8 concluded) a right to have up to 21 days to identify the specific portions of the
9 testimony as to which protection is sought and to specify the level of protection being
10 asserted. Only those portions of the testimony that are appropriately designated for
11 protection within the 21 days shall be covered by the provisions of this Stipulated
12 Protective Order. Alternatively, a Designating Party may specify, at the deposition
13 or up to 21 days afterwards if that period is properly invoked, that the entire transcript
14 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY.”

16 Parties shall give the other parties notice if they reasonably expect a
17 deposition, hearing or other proceeding to include Protected Material so that the other
18 parties can ensure that only authorized individuals who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
20 proceedings. The use of a document as an exhibit at a deposition shall not in any way
21 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

23 Transcripts containing Protected Material shall have an obvious legend on
24 the title page that the transcript contains Protected Material, and the title page shall
25 be followed by a list of all pages (including line numbers as appropriate) that have
26 been designated as Protected Material and the level of protection being asserted by
27 the Designating Party. The Designating Party shall inform the court reporter of these
28 requirements. Any transcript that is prepared before the expiration of a 21-day period

1 for designation shall be treated during that period as if it had been designated
 2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
 3 otherwise agreed. After the expiration of that period, the transcript shall be treated
 4 only as actually designated.

5 (c) for information produced in some form other than documentary and for
 6 any other tangible items, that the Producing Party affix in a prominent place on the
 7 exterior of the container or containers in which the information is stored the legend
 8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 9 ONLY.” If only a portion or portions of the information warrant protection, the
 10 Producing Party, to the extent practicable, shall identify the protected portion(s) and
 11 specify the level of protection being asserted.

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 13 failure to designate qualified information or items does not, standing alone, waive
 14 the Designating Party’s right to secure protection under this Order for such material.
 15 Upon timely correction of a designation, the Receiving Party must make reasonable
 16 efforts to assure that the material is treated in accordance with the provisions of this
 17 Order.

18 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 21 designation of confidentiality at any time that is consistent with the Court’s
 22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on
 26 the Designating Party. Frivolous challenges, and those made for an improper purpose
 27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 28 expose the Challenging Party to sanctions. Unless the Designating Party has waived

1 or withdrawn the confidentiality designation, all parties shall continue to afford the
 2 material in question the level of protection to which it is entitled under the Producing
 3 Party's designation until the Court rules on the challenge.

4 5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 7 disclosed or produced by another Party or by a Non-Party in connection with this
 8 Action only for prosecuting, defending, or attempting to settle this Action. Such
 9 Protected Material may be disclosed only to the categories of persons and under the
 10 conditions described in this Order. When the Action has been terminated, a
 11 Receiving Party must comply with the provisions of section 13 below (FINAL
 12 DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
 14 location and in a secure manner that ensures that access is limited to the persons
 15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 17 otherwise ordered by the court or permitted in writing by the Designating Party, a
 18 Receiving Party may disclose any information or item designated
 19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 21 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 22 to disclose the information for this Action;

23 (b) the officers, directors, and employees (including House Counsel) of the
 24 Receiving Party to whom disclosure is reasonably necessary for this Action;

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
 26 disclosure is reasonably necessary for this Action and who have signed the
 27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the court and its personnel;

1 (e) court reporters and their staff;

2 (f) professional jury or trial consultants, mock jurors, and Professional
3 Vendors to whom disclosure is reasonably necessary for this Action and who have
4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (g) the author or recipient of a document containing the information or a
6 custodian or other person who otherwise possessed or knew the information;

7 (h) during their depositions, witnesses, and attorneys for witnesses, in the
8 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
9 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
10 not be permitted to keep any confidential information unless they sign the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
12 agreed by the Designating Party or ordered by the court. Pages of transcribed
13 deposition testimony or exhibits to depositions that reveal Protected Material may
14 be separately bound by the court reporter and may not be disclosed to anyone except
15 as permitted under this Stipulated Protective Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
20 writing by the Designating Party, a Receiving Party may disclose any information or
21 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
22 to:

23 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to
25 disclose the information for this litigation;

26 (b) Experts of the Receiving Party to whom disclosure is reasonably necessary
27 for this litigation and who have signed the “Acknowledgment and Agreement to Be
28 Bound” (Exhibit A);

1 (c) the court and its personnel;

2 (d) court reporters and their staff,

3 (e) professional jury or trial consultants, and Professional Vendors to whom
4 disclosure is reasonably necessary for this litigation and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

6 (e) the author or recipient of a document containing the information or a custodian
7 or other person who otherwise possessed or knew the information.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation
11 that compels disclosure of any information or items designated in this Action as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall
15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order
17 to issue in the other litigation that some or all of the material covered by the subpoena
18 or order is subject to this Protective Order. Such notification shall include a copy of
19 this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued
21 by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served
23 with the subpoena or court order shall not produce any information designated in this
24 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
25 EYES ONLY,” before a determination by the court from which the subpoena or order
26 issued, unless the Party has obtained the Designating Party’s permission. The
27 Designating Party shall bear the burden and expense of seeking protection in that
28

1 court of its confidential material and nothing in these provisions should be construed
 2 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
 3 directive from another court.

4
 5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT
 6 TO BE PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a
 8 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
 9 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
 10 Non-Parties in connection with this litigation is protected by the remedies and relief
 11 provided by this Order. Nothing in these provisions should be construed as
 12 prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to
 14 produce a Non-Party's confidential information in its possession, and the Party is
 15 subject to an agreement with the Non-Party not to produce the Non-Party's
 16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party
 18 that some or all of the information requested is subject to a confidentiality agreement
 19 with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
 21 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the
 24 Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within
 26 14 days of receiving the notice and accompanying information, the Receiving Party
 27 may produce the Non-Party's confidential information responsive to the discovery
 28

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
5 of seeking protection in this court of its Protected Material.

6
7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
13 persons to whom unauthorized disclosures were made of all the terms of this Order,
14 and (d) request such person or persons to execute the “Acknowledgment and
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16
17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
23 may be established in an e-discovery order that provides for production without prior
24 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
25 parties reach an agreement on the effect of disclosure of a communication or
26 information covered by the attorney-client privilege or work product protection, the
27 parties may incorporate their agreement in the stipulated protective order submitted
28

1 to the court.

2
3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the court.

17
18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4, within 60
20 days of a written request by the Designating Party, each Receiving Party must return
21 all Protected Material to the Producing Party or destroy such material. As used in
22 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
23 summaries, and any other format reproducing or capturing any of the Protected
24 Material. Whether the Protected Material is returned or destroyed, the Receiving
25 Party must submit a written certification to the Producing Party (and, if not the same
26 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
27 (by category, where appropriate) all the Protected Material that was returned or
28

1 destroyed and (2) affirms that the Receiving Party has not retained any copies,
2 abstracts, compilations, summaries or any other format reproducing or capturing any
3 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
4 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
5 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
6 reports, attorney work product, and consultant and expert work product, even if such
7 materials contain Protected Material. Any such archival copies that contain or
8 constitute Protected Material remain subject to this Protective Order as set forth in
9 Section 4 (DURATION).

10
11 14. Any violation of this Order may be punished by any and all appropriate
12 measures including, without limitation, contempt proceedings and/or monetary
13 sanctions.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED: January 9, 2023

4
5 /s/ Jennifer Lee Taylor
6 Attorney for Plaintiff

7
8 DATED: January 9, 2023

9
10 /s/ Scott P. Shaw
11 Attorney for Defendant

12
13 **Attestation of Concurrence of Signatories**

14 I, Jennifer Lee Taylor, in accordance with Local Rule 5-4.3.4(a)(2)(i), attest
15 that all signatories listed above, and on whose behalf this filing is submitted, concur
16 in the filing's content and have authorized the filing.

17 /s/ Jennifer Lee Taylor
18

19
20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21
22 DATED: January 10, 2023

23
24 Patricia Donahue
25 Patricia Donahue
26 United States Magistrate Judge
27
28

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Uptime Energy Inc. v. Casey's Retail Company, 2:22-cv-
02965-MEMF-PD. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full address and telephone number] as
my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____